

LABOUR DEPARTMENT

The 19th January, 1976

No. 14549-4Lab-75/1911.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and the management of M/s Haryana Agro Industries Corporation Ltd., Chandigarh :—

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 164 of 1972

between

SHRI KARAN SINGH AND THE MANAGEMENT OF M/S. HARYANA AGRO INDUSTRIES CORPORATION LTD., CHANDIGARH.

AWARD

By order No. ID/HSR/137-C-72/17577-81, dated 10th May, 1972 of the Governor of Haryana, the following dispute between the management of M/s. Haryana Agro Industries Corporation Ltd., Chandigarh and its workman Shri Karan Singh was referred for adjudication to this court, in exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Karan Singh was justified and in order ? If not, to what relief is he entitled ?

The parties appeared in this court in response to the notices of reference sent to them. The management filed the written reply of the notice of demand raised on them by the workman.

The workman alleged in the notice of demand sent by him to the management, that his services had been terminated illegally with effect from 24th November, 1971 without any reason and that he was entitled to be reinstated.

The management while admitting the termination of the services of the workman with effect from 27th November, 1971 pleaded that he had been appointed as a Tractor Operator,—*vide* letter dated 3rd May, 1969 on probation for a period of one year and that his services were liable to be terminated at any time, during the probationary period and thereafter by one month notice or on payment of pay of the notice period to him. They further pleaded that there were serious complaints against the workman during his probationary period and that on a preliminary enquiry the Chief Engineer, Nilokheri found that he (Karan Singh workman) was involved in a case of dis-obedience of orders, negligence of duties and lack of sense of responsibility and there was no possibility of his improvement. The management stated that on a complaint made by the Chief Engineer, Nilokheri the workman was transferred from Nilokheri to Ladwa with effect from 1st April, 1971 and that Incharge, Ladwa Centre reported that he (workman) was a most irresponsible person and could not be relied upon and that he did not care for instructions of his officer, insulted him before the customers and there were all round complaints against his behaviour. The management stated that the workman was transferred to Farmer's Service Centre, Sirsa—*vide* orders dated 1st August, 1971 and that there were serious complaints of non-co-operation with the Incharge, Sirsa Centre against him even there and that he was reported to have left the station without permission and without collecting the amount from the farmers. It was finally pleaded that as a result of unsatisfactory work of the workman his services were terminated, in simpliciter under the terms of contract of service, as a result of loss of confidence.

The workman did not propose to file the rejoinder despite an opportunity given to him for that purpose and an issue as per reference made to this court was framed on pleas of the parties,—*vide* order, dated 4th September, 1972.

It is admitted on both sides that the workman was appointed as a Tractor Operator,—*vide* letter, dated 3rd May, 1969 copy Ex. M.W. 1/16 with a specific condition that he shall be on probation for a period of one year and his services were liable to be terminated at any time without any notice during the probationary period and thereafter either on one month's notice or payment to him of one month's wages in lieu of notice period. It stands further conceded that the services of the workman were terminated after the probationary period with payment to him of his wages of one month in lieu of notice period,—*vide* order dated 18th November, 1971 copy Ex. M.W. 1/14. The only question requiring determination under the circumstances is as to whether the action of the management in terminating his services has in any way proved to be mala fide or unfair with a motive to victimise him or is otherwise proved to be bona fide.

The management in this connection examined Shri R.P. Singh their Public Relation Officer as M.W. 1 who brought on record the copy of the confidential report dated 22nd February, 1971 received from the Chief Engineer, Ex. M.W. 1/1, the copy of the transfer order of the workman from Nilokheri to Ladwa Ex. M.W. 1/2, copy of a complaint from the Incharge, Centre Ladwa Ex. M. W. 1/3, a copy of the complaint from one Shri Ram

Sarup, Farmer, Ladwa Centre, Ex. M.W. 1/4, copy of a complaint received from the Chief Engineer, dated 17th July, 1971, Ex. M.W. 1/5, copy of the order, dated 21st July, 1971 of transfer of the workman from Ladwa to Sirsa Ex. M.W. 1/6, copies of other complaints Exs. M.W. 1/7 to M.W. 1/11 received from time to time from Surjit Singh, Hukam Chand Parmar, Shri S.K. Chawla, for Manager-cum-Engineer, Harjit Singh F.S.C. and Jal Singh, Farmer besides a copy of another confidential report Ex. M.W. 1/12 made by Shri S.K. Sharma, F./M.F.S.C., Nilokheri. He gave out that it was a case of termination of services of the workman simpliciter as a result of loss of confidence under the conditions of his appointment and as such no enquiry was considered necessary.

I have carefully gone through all these complaints and deem it pertinent and appropriate to observe at this stage that the workman never put forth a plea of the malafides or dishonest intentions of the management in respect of their action in terminating his services, so much so, he did not even file a rejoinder to the pleas of the management. He did not make such allegations even in the demand notice. He did not admittedly file any statement of claim. He shall thus be deemed to have conceded that the action taken by the management in terminating his services was not with a view to victimise him or was otherwise not an unfair labour practice.

Coming now to the pleas of the management, the same are found substantiated from confidential reports of the Chief Engineer Ex. M.W. 1/1 and M.W. 1/5 and complaints Exs. M.W. 1/3, M.W. 1/4, and M.W. 1/7 to M.W. 1/12. The workman did not object to the admissibility or correctness of these reports at any stage, thereby conceding indirectly that he had no objection to the same being considered as evidence.

To discuss the complaint briefly, the Chief Engineer,—vide his letter dated 22nd February, 1971 reported to the Managing Director that on 9th December, 1970, Shri Karan Singh was sent to Panipat for handing over one tractor at the Centre and that he fought with the Foreman, Farmers Service Centre, Panipat and brought back the tractor to Nilokheri of his own. He added that he was detected to have left his duties on 27th January, 1971 at 3.30 P.M. and that he was seen by him (Chief Engineer) driving a tractor of a private customer. He stated that there were several complaints against his conduct and behaviour with other employees of the Corporation and that he had been warned on more than one occasion verbally.

The Chief Engineer,—vide another letter dated 17th July, 1971 sent to the Managing Director in reply to a letter, dated 12th May, 1971 stated that Shri Karan Singh was sent to Panipat to hand over a tractor and that he left it there in broken condition and when asked to make good the shortages he refused to do so and that he was found driving a new tractor of some private person at Karnal during office hours and that as per report of Security Guard Shri Zile Singh, he took two pieces of plywood from factory premises to his house unauthorisedly on 25th February, 1971, and that his performance had been reported by the Foreman Incharge as very poor. The Chief Engineer added that he was reported to be late every day on duty, leaving duty without permission and abusing his immediate officers and misbehaving with them. Shri Surjit Singh immediate officer of the workman made a complaint,—vide letter dated 6th November, 1971 that Shri Karan Singh had made it impossible for him to carry on his work and that he left duty without permission very often and disobeyed him whenever he was asked to do a particular job and that he had been found engaged in creating parties and was indisciplined. The other complaints need not be referred in detail and it is sufficient to state that each one corroborated the plea of the management that the work of Shri Karan Singh was found most unsatisfactory during his probationary period.

The workman relied on complaints made by him against his officers copies Ex. W. 2 and W. 3 and some certificates issued in his favour during the year 1969-70 by the Chief Engineer and Manager-cum-Engineer copies Exs. W. 8 to W. 10 in respect of his good, hard and satisfactory work. It is sufficient to state in this connection that the management was never given an opportunity to meet these documents as these were not brought on record at the proper stage and no plea was taken in respect of his good work by the workman. Even otherwise, the complaints Exs. W. 2 and W. 3 are admissions made by the workman in his own favour and the certificates Exs. W. 8 to W. 10 relate to the period between 10th February, 1969 to 11th December, 1970 much prior to the confidential report dated 22nd February, 1971 and 17th July, 1971 and subsequent thereto. The possibility of the workman having turned to be undesirable and unworthy of the job entrusted to him after the last certificate was given to him on 11th December, 1970 cannot be ruled out. Considered from any angle the certificates do not rebut the plea of the management relating to the unsatisfactory nature of work of the workman during the probationary period.

I am thus constrained to hold on consideration of the evidence led by the parties that the action of the management in terminating the services of the workman in simpliciter after his probationary period under the letter of appointment constituting a contract of service has been proved to be bonafide in all respects and cannot in any way be said to amount to an unfair labour practice or victimisation of the workman. The order is, therefore, obviously justified and the workman is not entitled to any relief. I, therefore, decide this issue in favour of the management.

As a result, I answer the reference in accordance with my finding on issue No. 1 and return the award with no order as to costs.

Dated 19th December, 1975.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 3296, dated the 22nd December, 1975

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 14551-4 Lab-75/1913.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s. Gopal Engineering Works, Sector 6, Plot No. 109, Faridabad.

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 131 of 1973

between

THE WORKMEN AND THE MANAGEMENT OF M/S. GOPAL ENGINEERING WORKS,
SECTOR-6, PLOT NO. 109, FARIDABAD

AWARD

By order No. ID/FD/73/316/32108, dated 9th July, 1973, the Governor of Haryana, referred the following dispute between the management of M/s. Gopal Engineering Works, Sector 6, Plot No. 109, Faridabad and its workmen to this Tribunal, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the action of the management in locking out the factory from 16th April, 1973 was justified and in order ? If not, to what relief are the workmen entitled ?

The parties appeared in this Tribunal in response to the notice of reference sent to them and filed their pleadings.

The workmen alleged, —*vide* statement of claim filed by them that on their forming a trade union and asking the management to give them an increase in their wages, the later illegally and unjustifiably locked out the factory with effect from 16th April, 1973 without any notice or prior information. They prayed for a direction to the management to lift the lock out and take all the workmen on duty and pay to them wages for the period of illegal lock out.

The management, —*vide* written reply denied the allegations of the workmen in respect of the lock out and pleaded that they absented from duty during the period in dispute on their (management) refusal to accede to their demand of increased wages. The management stated that they never locked out the factory.

The workmen filed a rejoinder controverting the pleas of the management with the result that the following issues were framed on pleas of the parties, —*vide* order, dated 9th May, 1974.

- (1) Whether the workman concerned had absented themselves from duty during the period in question and therefore they are not entitled to any relief for the period ? (on management).
- (2) Whether there was a lock out in the factory ? If so, for what period ? (on workman).
- (3) Whether the action of the management in locking out the factory from 16th April, 1973 was justified and in order ? If not, to what relief are the workmen entitled ?

I have heard the learned authorised representatives for the parties and have seen the record. I decide the issues as under :—

Issue Nos. 1 and 2

These issues being interconnected shall be decided together. The short question required determination under these issues would be as to whether the workmen absented themselves from duty during the period in question or the management locked out the factory.

The workmen in order to prove their case as set up by them in the notice of demands and the statement of claim, examined Shri Dharminder Nath Labour-cum-Conciliation Officer, Ballabgarh W.W. 1 besides Shri B.N. Gupta, General Secretary, Faridabad Engineering Workers Union W.W. 2 and Lakshmi Narain W.W. 3 Shri Dharminder Nath deposed with reference to the official record brought by him that the management refused to accept the service of the notice of conciliation proceedings relating to the demands of the workmen, directing them to appear before him on 9th May, 1973 and that he thereafter personally went to the factory with the Labour Inspector Shri B.R. Nagia for getting a settlement made between the parties. He added that one Shri Daga, Proprietor of the factory declined to lift the lock out till the workmen withdrew the demand and that his attitude was not conciliatory and that he then submitted a failure report to the Government with a copy of the proceedings taken by him, Ex. W-3 to the union. He stated that he found 20 to 22 workmen present at the gate, willing to go inside the factory and attend to their work if the lock out was lifted.

Shri B.N. Gupta corroborated the statement of Shri Dharminder Nath and gave out that the workmen used to report for duty at the gate every day for pressing the lifting of the lock out and for their being taken on duty. Shri Lakshmi Narain gave out that the workmen 24 in number had demanded increase in their wages on 14th April, 1973 and the management declared a lock out in the factory on 16th April, 1973 after they (workmen) declined to give up their demand of increase in wages. He added that they made a complaint to the Labour Inspector through Shri B.N. Gupta Office-bearer of the union and thereafter raised a regular demand on the management who did not appear before the Conciliation Officer and declined to accept service of notice. He denied the plea of the respondent that the workmen absented themselves from duty of their own.

As against the aforesaid evidence of the workmen, the management examined Shri Mukteshwar Duba their workman M.W.-1 and Shri Ramesh Chand Singh, Factory Manager M.W. 2. Shri Mukteshwar Duba deposed that the workmen went on strike for about a fortnight with effect from 16th April, 1973 on the refusal of the management to give them an increase in their wages till he had a talk with the parent body, namely, the Orient General Industry. He admitted that the Labour Officer and Labour Inspector had visited the factory and must have talked to the management. Shri Ramesh Chand Singh corroborated the case of the management. He also admitted that the Labour Officer and Labour Inspector had visited the factory. He added that they advised the workmen to resume their duties but the later declined to do so and no letter was ever issued to any of the workmen going on strike to resume the duty.

Shri Dharminder Nath contradicted the statement of Shri Ramesh Chand Singh that he (Dharminder Nath) asked the workmen to resume their duties. His visit to the factory stand admitted by Shri Ramesh Chand Singh and Mukteshwar Duba the witnesses examined by the management. He is a responsible officer of the Government with no malice towards the management and interest in the workmen. I see no reason to disbelieve his statement made by him in broad and unequivocal terms that the proprietor of the factory refused point blank to lift the lock out till the workmen withdrew their demand and that he found 20 to 22 workmen present at the factory gate ready and willing to go inside the factory for attending to their duties, if the lock out was lifted. Even otherwise there could have been no reason for the workmen to go on strike, even if their demand for increase in wages was not met by the management and the motive was for the later to lock out the factory. I thus placed full reliance on the evidence of Sarvshri Dharminder Nath, B.N. Gupta and Lakshmi Narain that the management locked out the factory. Their evidence is found further corroborated by the circumstances that no intimation of the workmen having gone on strike was admittedly given either to the Labour Officer or the Labour Commissioner or any other authority by the management. I agree with the learned authorised representatives for the workmen, that in case the later would have observed a strike, the management must have given information to the authorities concerned of such an irresponsible act now attributed to them and their failure to do so led to an inference beyond doubt that the case as put forth by the workmen is correct and the one as advanced by the management is false and fabricated. I disbelieve the evidence of Shri Mukteshwar Duba and Ramesh Chand Singh witnesses appearing for the management that the workmen went on strike, for the reason stated by me above including the absence of the management before the Conciliation Officer and their refusal to accept service of the notice of demands of the workmen with the directions to them to appear on a specified date. I thus decide both these issues in favour of the workmen.

Issue No. 3

In view of my findings on issue Nos. 1 and 2 and having regard to the denial of the management of locking out the factory, their action in locking out the same with effect from 16th April, 1973 is obviously unjustified and illegal. I decide first part of this issue accordingly.

As regards the relief none of the workmen came forward to make a statement that he remained out of employment after the date of 16th April, 1973, so much so even Sarvshri B.N. Gupta and Lakshmi Narain did not touch this point. Shri Mukteshwar Duba M.W. 1 on the other hand deposed that 8/9 workmen were taken on duty after 15/16 days of the beginning of the strike. He added that Sarvshri Bali Ram Singh, Sugreev Parshad, Moti Lal, Ram Avtar, Misri Lal and Paras Ram were working in Amita Enterprises and Hari Dewar Singh was working in M/s. Alok Distributors. Jagan Nath, Sat Dev Vashist Misra and Datar Singh, workmen according to him had reported for duty in the respondent concern and subsequently left service

and that Sarvshri Nathni Parshad, Hari Lal, Sohan Pal Singh, Ram Karan, Shiv Dhani, Jagdish, Singhasan were still working with the respondent. Shri Ramesh Chand Singh also gave out that some of the workmen reported for duty a fortnight after the beginning of the strike.

It would thus appear that there is un rebutted evidence for the management on record that some workmen had resumed their duties about a fortnight after 16th April, 1973 in the respondent concern and that the remaining had sought and obtained employment somewhere else and there is not an iota of evidence to establish that any of them remained vacant and unemployed after 16th April, 1973 the date of the commencement of the lock out. The mere statement of Shri Lakshmi Narain that he worked for 15 days only in M/s American Universal Electric Company Ltd., Faridabad in June, 1973 at Rs. 135/- P.M. as his wages, does not lead to a conclusion that he was not gainfully employed during the remaining period, after the commencement of the lock out.

The result is that in absence of proof of un-employment of any of the workmen during the period of lock out or subsequent thereto, none of them is entitled to his back wages. The workmen employed with the respondent on the date of the commencement to the lock out are, however, entitled to reinstatement with continuity of service.

I accordingly hold each one of the workmen in service of the respondent on 16th April, 1973 entitled to reinstatement with continuity of service. None of them shall, however, be entitled to back wages with effect from 16th April, 1973. I answer the reference accordingly and return the award in terms of my findings made on issues Nos. 1, 2 and 3.

MOHAN LAL JAIN,

Dated the 22nd December, 1975.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 1780, dated the 22nd December, 1975

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,

Dated the 22nd December, 1975.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 14553-4Lab-75/1923.—In pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Escorts Tractors Ltd., Sector-13, Plot No. 2, Faridabad.

**BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL
HARYANA, FARIDABAD**

Reference No. 90 of 1973

between

**SHRI J.L. GULATI, WORKMAN AND THE MANAGEMENT OF M/S ESCORTS TRACTORS
LTD., SECTOR-13, PLOT No. 2, FARIDABAD**

AWARD

By order No.ID/FD/73/181/17782, dated 23rd May, 1973, the Governor of Haryana, referred the following dispute between the management of M/s Escorts Tractors Ltd., Sector-13, Plot No. 2, Faridabad and its workman Shri J.L. Gulati to this Tribunal, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the termination of services of Shri J. L. Gulati was justified and in order? If not, to what relief is he entitled?

The parties appeared in this Tribunal in response to the notice of reference sent to them and filed their pleadings.

The workman,—*vide* statement of claim filed by him alleged that he had been employed with the respondent on 1st December, 1967 and that his services had been terminated by the later illegally with effect from 23rd November, 1972 on account of his trade union activities.

The management,—*vide* written reply pleaded that the workman failed to raise a demand directly on them before taking up the matter with the Conciliation Officer, in order to constitute an industrial dispute and as such the reference made to this Tribunal was bad in law. On facts they stated that the workman submitted his resignation which had been duly accepted and it was not a case of termination of his services as alleged by him. They set up a case that the workman applied for leave from the period from 20th October, 1972 to 30th November, 1972, or 19th October, 1972 and that he resumed duty on 1st November, 1972 after availing of his leave duly sanctioned and submitted his resignation of his own on that date with an averment that the resignation be accepted with effect from 20th November, 1972. They added that he came to the factory on 23rd November, 1972 and requested them for being relieved on the same day and that they immediately relieved him on this request with the directions to him to collect his dues from the Finance Department and obtain his service certificate from the personnel department. The management continued to state that the workman left their premises without collecting his dues and sent a letter, dated 18th December, 1972 affirming his resignation dated 1st November, 1972 and its acceptance on 23rd November, 1972 and demanded a sum of Rs 1,250 allegedly due to him from them. They averred that the amount claimed by the workman was in fact not due to him and that he subsequently raised an illegal demand leading to this reference.

The workman filed a rejoinder while alleging that the resignation was taken from him by the management under duress on 19th October, 1972 and it was ante dated by them as 1st November, 1972. He gave out that he married a girl a co-worker during life time of his previous wife and the management got annoyed on this account and threatened him and obtained his resignation and the resignation of his second wife.

The following issues were thus framed on pleas of the parties,—*vide* order dated 8th May, 1974.

- (1) Whether the demand the subject matter of the present reference was first raised on the management and rejected by it before taking up the matter for conciliation? If not, with what effect? (on workman).
- (2) Whether the present dispute is not covered by section 2-A of the Industrial Disputes Act.? If so, with what effect? (on management).
- (3) Whether the resignation, dated 23rd November, 1972 of the workman was obtained by the management by coercion or misrepresentation? If so, with what effect? (on workman).
- (4) Whether the termination of services of Shri J.L. Gulati was justified and in order? If not, to what relief is he entitled?

I have heard the learned authorised representatives of the parties and have seen the record. I decide the issues as under :—

Issue No. 1—

I for the reasons stated by me in my order, dated 10th October, 1975 made in reference No. 71 of 1974 S.C. Sethi, Vs. M/s Kirlosker Oil Engine Ltd., Mathura Road, Faridabad hold that it was no longer necessary for the workmen to raise a demand directly on the management and for the later to reject it, before the matter was taken to the Conciliation Officer, in order to constitute an industrial dispute. I decide this issue accordingly.

Issue No. 2—

The demand raised by the workman in respect of illegal termination of his services by the management well constitutes an industrial dispute under section 2-A of the Industrial Disputes Act, even if no other workman or union of workmen is a party to the dispute. Nothing could be urged by the management in this connection to convass that it was not an industrial dispute, I thus decide this issue against the management.

Issue No. 3—

This is an important issue in the case. The workman in order to prove this issue remained contented by making his own statement. He did not adduce any other evidence. He stated that on his marrying Shrimati Vimla Gulati a Co-worker on 8th April, 1972 during the life time of his previous wife, he was called by the management in the office and told that his second marriage did not create a good impression. He added that on a threat given to him by the management that he was likely to be prosecuted, he passed on his resignation under fear of the threat on a demand made by the management and that the resignation tendered by him was not voluntary.

The workman admitted in cross-examination the pleas of the management that he submitted a leave application, Exhibit M-1. He however, stated that he submitted his leave application under duress. He admitted that he did not file any complaint against the management either for their obtaining the leave application or resignation, under duress. He admitted having submitted the application dated 23rd November, 1972, Exhibit M-3.

with a request to the management for being relieved on that date instead of 30th November, 1972. He admitted having submitted another application Exhibit M-4 to the management affirming his resignation dated 1st November, 1972 and its acceptance on 23rd November, 1972 and praying for payment to him of his dues of a sum of Rs. 1250 in full and final settlement of his account. He admitted the dates as appearing on the letter, Exhibit M-1 to M-4 as correct. All these admissions leave little doubt in respect of the falsity of the plea of the workman that his resignation was obtained by the management under threat, coercion and duress. He is on the other hand found to have affirmed his resignation repeatedly, firstly in the letter dated 23rd November, 1972 and the secondly in the letter dated 18th December, 1972 Exhibit M-4 without the least mention of the coercion or allegedly exercised on him by the management.

Shri R.K. Mahajan, Manager Personnel and Commercial, of the respondent while appearing as a witness deposed that the management had no objection to the marriage of the workman with Vimla Gulati and that he was never threatened to be prosecuted, in case he did not resign. He corroborated the pleas of the management taking in the written reply. He brought on record the copy of the relevant extract from the attendance register Exhibit M-5 and M-6 showing the workman to be on leave from 20th October, 1972 to 23rd November, 1972. He stated that the letter Exhibit M-3 was handed over to him personally by the workman with a request for being relieved immediately and that his request was accepted and that the workman subsequently sent letter Exhibit M-4 affirming the resignation. Nothing could be brought out in cross examination of this witness leading me to suspect his evidence.

The workman being educated and fully conscious of his right it can not be believed for a moment that he would pass on as many as four documents Exhibit M-1 to Exhibit M-4 to the management under duress. Even assuming that his resignation Exhibit M-2 was obtained under threat, no explanation has been put forth by the workman for his having passed on letters, Exhibit M-3 and M-4, dated 23rd November, 1972 and 18th December, 1972 affirming the resignation dated 1st November, 1972 and its acceptance by the management. It would not be only difficult but impossible to accept the contention of his authorised representative that the fear of threat continued till 18th December, 1972.

The circumstances that Vimala Gulati W.W. 2 also resigned her job on 15th May, 1972 is no corroboration of the case of the workman. The oral statement made by Shri Shakti Chand, W.W.3 that the Personnel Officer in his presence asked the workman to resign and told him that in case of his failure to do so his services would be terminated, remained uncorroborated on record in as much as even the workman did not state that he was asked to resign in presence of Shri Shakti Chand. Shri Shakti Chand is a Technician in Delhi Telephones and is alleged to have gone to the office of the respondent to attend a complaint. He admitted that he could not properly attend the complaint on account of the failure of the management to supply him the necessary material. He admitted that he had also submitted his resignation on 8th November, 1972. His evidence as such can not be relied on under the circumstances stated above. I thus decide this issue against the workman while holding that he tendered his resignation on 1st November, 1972 voluntarily and it was duly accepted on 23rd November, 1972 on a subsequent request made by him.

Considered from any angle I am fully convinced that the story put forth by the workman in respect of his having tendered the resignation under duress is false and fabricated and a myth which cannot be relied upon.

Issue No. 4—

In view of my findings on issue No. 3, it is obvious that the management never terminated the services of the workman and he is not entitled to any relief. I decide this issue accordingly.

I accordingly answered the reference in term of my findings on issue No. 4 and return the award.

Dated the 22nd December, 1975.

MOHAN LAL JAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 1778, dated 22nd December, 1975.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, (handigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 22nd December, 1975.

MOHAN LAL JAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.